# EXHIBIT A

CAM-L-001006-19 03/12/2019 2:03:24 PM Pg 1 of 35 Trans ID: LCV2019444613

### Appendix XII-B1

Section Control of the Control of th	CIVIL CASE INFORMATION STATEMENT  (CIS)  Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed					PAYMENT CHG/CK N AMOUNT: OVERPAY BATCH NU	TYPE:O. MENT:	SOBRESONS CK □CG □CA		
ATTORNEY / PRO S MICHAEL POW		***************************************		TELEPHONE NUMBER COUNTY OF VENUE (610) 558-6220 Camden					***************************************	
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NAME OF PARTY (e.g., John Doe, Plaintiff) SANDHYA KAMINENI AND ARUN KANDRA				CAPTION SANDHYA KAMINENI AND ARUN KANDRA V. TESLA INC.					Э.	
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Side 2	
	CIVIL CASE INFORMATION STATEMENT (CIS)
	Use for initial pleadings (not motions) under Rule 4:5-1
CASE TYPES	(Choose one and enter number of case type in appropriate space on the reverse side.)
151 175 302 399 602 505 506 510 511 512 801 802	NAME CHANGE FORFEITURE TENANCY REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction) BOOK ACCOUNT (debt collection matters only) OTHER INSURANCE CLAIM (including declaratory judgment actions) PIP COVERAGE UM or UIM CLAIM (coverage issues only) ACTION ON NEGOTIABLE INSTRUMENT LEMON LAW SUMMARY ACTION OPEN PUBLIC RECORDS ACT (summary action) OTHER (briefly describe nature of action)
305 509 599 603N 603Y 605 610 621	- 300 days' discovery  CONSTRUCTION  EMPLOYMENT (other than CEPA or LAD)  CONTRACT/COMMERCIAL TRANSACTION  I AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)  'AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)  PERSONAL INJURY  AUTO NEGLIGENCE – PROPERTY DAMAGE  UM or UIM CLAIM (includes bodily injury)  TORT – OTHER
005 301 602 604 606 607 608 609 616	- 450 days' discovery CIVIL RIGHTS CONDEMNATION ASSAULT AND BATTERY MEDICAL MALPRACTICE PRODUCT LIABILITY PROFESSIONAL MALPRACTICE TOXIC TORT DEFAMATION WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES INVERSE CONDEMNATION LAW AGAINST DISCRIMINATION (LAD) CASES
Track IV 156 303 508 513 514 620	- Active Case Management by Individual Judge / 450 days' discovery ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION MT. LAUREL COMPLEX COMMERCIAL COMPLEX CONSTRUCTION INSURANCE FRAUD FALSE CLAIMS ACT ACTIONS IN LIEU OF PREROGATIVE WRITS
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in the spa	eve this case requires a track other than that provided above, please indicate the reason on Side 1, co under "Case Characteristics.
riea	se check off each applicable category 🔲 Putative Class Action 🔲 Title 59

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Michael Power, Esq. Power & Associates, P.C. 1790 Wilmington Pike Glen Mills, PA 19342 610-558-6220 ID: 036611986

ATTORNEY FOR PLAINTIFF

SANDHYA KAMINENI AND ARUN KANDRA 119 EMERALD VALLEY LANE **BASKING RIDGE NJ 07920** 

SUPERIOR COURT OF NEW JERSEY

CAMDEN COUNTY

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CIVIL ACTION DOCKET NO.

TESLA, INC. 3500 DEER CREEK ROAD PALO ALTO CA 94304

LAW DIVISION

**SUMMONS** 

From The State of New Jersey, To The Defendant Named Above,

Name of Defendant to be Served: TESLA, INC.

Address of the Defendant to be Served: 3500 Deer Creek Rd. Palo Alto CA 94304. The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute the complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) A \$175.00 filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense. If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment. If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of those offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling on of the Lawyer Referral Service. A list of these numbers is also provided. Dated:

Clerk of the Superior Court

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Michael Power, Esq. Power & Associates, P.C. 1790 Wilmington Pike Suite 200 Glen Mills, PA 19342 610-558-6220 ID: 036611986 ATTORNEY FOR PLAINTIFF

SANDHYA KAMINENI and

ARUN KANDRA

119 EMERALD VALLEY LANE

BASKING RIDGE NJ 07920

SUPERIOR COURT OF

NEW JERSEY-CAMDEN COUNTY

CIVIL ACTION

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TESLA, INC.

3500 DEER CREEK ROAD PALO ALTO CA 94304 LAW DIVISION

NO.

JURY TRIAL DEMANDED

:

#### **COMPLAINT**

- 1. Plaintiffs, Sandhya Kamineni and Arun Kandra, are legal residents of the State of New Jersey residing at 119 Emerald Valley Lane, Basking Ridge NJ 07920.
- 2. Defendant, Tesla, Inc. is a business corporation qualified to do business in the State of New Jersey, organized, incorporated, and existing under the laws of the State of New Jersey, with its legal residence and its principle place of business located in California and can be served at 3500 Deer Creek Road, Palo Alto CA 94304.

#### BACKGROUND

- 3. On or about March 23, 2018, Plaintiffs purchased a new 2017 Tesla S 100D manufactured and warranted by Defendant, bearing the Vehicle Identification Number 5YJSA1E26HF228829. The vehicle was leased and registered in the State of New Jersey.
- 4. The purchase price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but <u>excluding</u> other collateral charges not specified yet recoverable under the Lemon Law, totaled more than \$112,000.00. A true and correct copy of the vehicle order form and/or retail installment sales agreement is attached hereto, made a part hereof and marked Exhibit "A".
- 5. Plaintiffs aver that as a result of the ineffective repair attempts made by

  Defendant and its authorized dealer, the vehicle cannot be utilized for the purposes intended by

  Plaintiffs at the time of acquisition and, as such, the vehicle is worthless.
- 6. Plaintiffs aver that attorney fees and costs of this action, recoverable elements of the claims asserted herein and a component of the amount in controversy, may exceed \$10,000 if this case proceeds to arbitration and jury trial.
- 7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiffs several written warranties, including a three (3) year or thirty-six thousand (36,000) mile warranty and other warranties, as set forth in the warranty booklet, delivered at the time of purchase.

#### COUNT I LEMON LAW

- 8. Plaintiffs hereby incorporate paragraphs 1 through 7 inclusive as if set forth fully below.
- 9. Plaintiffs, Sandhya Kamineni and Arun Kandra., are both a "Purchaser" as defined by N.J.S.A. 56:12-30.
  - 10. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.
- 11. Tesla, Inc. Paramus is and/or was at the time of purchase a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by 56:12-30.
- 12. On or about March 23, 2018, Plaintiffs took possession of the above-mentioned vehicle and experienced non-conformities as defined by N.J.S.A. 56:12-1 et. seq., which substantially impair the use, value and/or safety of the vehicle.
- 13. The non-conformities violate the express written warranties issued to Plaintiffs by Defendant.

#### 14. N.J.S.A. 56:12-32 of the Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.
- 15. N.J.S.A. 56:12-33 provides a presumption of a reasonable number of repair attempts:
- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first eighteen thousand miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
- (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
- (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

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- 16. Plaintiffs have satisfied the above definition as their vehicle has been subject to repair more than three (3) times for the same non-conformity, and the non-conformity remains uncorrected.
- 17. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of twenty (20) days or more.
- 18. Plaintiffs have delivered the non-conforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions. After a reasonable number of attempts, the manufacturer was unable to repair the non-conformities.
- 19. The first warranty repair attempt is believed to have occurred on April 18, 2018 when the vehicle's odometer showed 6,614miles. On that date, repair attempts were made to the vehicle's vibration condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".
- 20. The second warranty repair attempt is believed to have occurred on or before June 1, 2018, when the vehicle's odometer showed 9,781 miles. On that date, repair attempts were made to the vehicle's vibration condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

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- 21. The third warranty repair attempt is believed to have occurred on or before July 12, 2018, when the vehicle's odometer showed 13,165 miles. On that date, repair attempts were made to the vehicle's noise condition, defective blower and shaking condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".
- 22. The fourth warranty repair attempt is believed to have occurred on or before October 24, 2018, when the vehicle's odometer showed 22,025 miles. On that date, repair attempts were made to the vehicle's vibration condition, defective brakes and noise condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".
- 23. The fifth warranty repair attempt is believed to have occurred on or before

  January 31, 2019 when the vehicle's odometer showed 29,182miles. On that date, repair attempts

  were made to the vehicle's noise condition and defective bluetooth. A true and correct copy of

  the repair invoice is attached hereto, made a part hereof and marked Exhibit "F".
- 24. The vehicle continues to exhibit defects and non-conformities which substantially impair its use, value and/or safety as provided in N.J.S.A. 56:12-1 et. seq. performed on plaintiff's vehicle.
- 25. In addition, the vehicle has been subject to numerous additional warranty repairs for various nonconformities for which no repair invoices were rendered.

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- 26. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of N.J.S.A. 56:12-1 et. seq.
- 27. Plaintiffs further aver that they have provided Defendant with a final repair attempt prior to filing the within complaint.
- 28. Plaintiffs further aver that they have resorted to defendant's Arbitration process prior to filing the within Complaint.
- 29. In addition, Plaintiffs aver Defendant's Dispute Resolution Program has not been found in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.
- 30. Pursuant to N.J.S.A. 56:12-1, Plaintiffs seek relief for losses due to the non-conformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiffs respectfully demand judgment in their favor and against Defendant in an amount equal to the purchase price of the subject vehicle, plus all available collateral charges and attorney fees.

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# COUNT II MAGNUSON-MOSS CLAIM

- 31. Plaintiffs hereby incorporate paragraphs 1 through 30 by reference as if set forth at length herein.
  - 32. Plaintiffs are a "Consumer" as defined by 15 U.S.C. §2301(3).
  - 33. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).
- 34. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.
- 35. Defendant has made attempts on several occasions to comply with the terms of its express warranties, however, such repair attempts have been ineffective.
- 36. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.
- 37. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all reasonable attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand judgment in their favor and against Defendant in an amount equal to the purchase price of the subject vehicle, plus all available collateral charges and attorney fees.

#### COUNT III BREACH OF WARRANTY

- 38. Plaintiffs hereby incorporate paragraphs 1 through 37 by reference as if set forth at length herein.
- 39. The defects and non-conformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:
  - a. Express Warranty;
  - Implied Warranty Of Merchantability pursuant to the New Jersey Uniform
     Commercial Code; and
  - c. Implied Warranty Of Fitness For A Particular Purpose pursuant to the New Jersey Uniform Commercial Code.
- 40. The purposes for which Plaintiffs purchased this vehicle include, but are not limited to, personal, family and household use.
- 41. At the time of this purchase and at all times subsequent thereto, Plaintiffs have justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.
- 42. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiffs were relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

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- 43. Plaintiffs have incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.
- 44. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiffs respectfully demand judgment in their favor and against Defendant, in an amount equal to the purchase price of the subject vehicle, plus all available collateral charges and attorney fees.

# COUNT IV CONSUMER FRAUD CLAIM

- 45. Plaintiffs hereby incorporate paragraphs 1 through 44 by reference as if set forth at length herein.
- 46. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiffs' rights in negotiating and handling this claim. Defendant's agents dangerously and recklessly failed to act upon plaintiff's complaints or investigate the same exposing plaintiffs to ongoing danger and financial detriment.
- 47. The servicing dealers who performed warranty repairs on plaintiffs' vehicle are agents of defendant who were working within the scope of their agency relationship.

- 48. The invoices provided to plaintiff for the warranty repairs performed failed to adequately disclose all material information regarding the repairs including all diagnosis made and all work performed in direct violation of N.J.S.A. §56:12-34(c).
- 49. The servicing dealers failed to provide plaintiffs with invoices for some repairs in direct violation of N.J.S.A. §56:12-34(c).
- 50. The selling dealer failed to provide plaintiffs with a Lemon Law disclosure statement in direct violation of N.J.S.A. §56:12-34.
- 51. N.J.S.A. 56:8-1 entitled "FRAUD, ETC., IN SALES OR ADVERTISEMENTS OF MERCHANDISE" prohibits the aforementioned actions taken by defendant in the sale and attempted repair of the subject vehicle.
- 52. Defendant's intentional, reckless, wanton, and willful violation of New Jersey's Consumer Fraud Act entitles Plaintiffs to an additional award of attorney fees and exemplary damages.
- 53. Plaintiffs believe and aver that the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.
- 54. The Court, in its discretion is authorized to award discretionary damages for violations of the Act and Plaintiffs seek to recover same.

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WHEREFORE, Plaintiffs respectfully demand judgment in their favor and against Defendant in an amount of discretionary damages to be determined by the Court, plus all collateral charges and attorney fees.

# COUNT V REVOCATION OF ACCEPTANCE OF CONTRACT

- 55. Plaintiffs hereby incorporate paragraphs 1 through 54 by reference as if set forth at length herein.
- 56. The defects and the conditions suffered by the vehicle substantially impair the vehicle's use, value and safety and render it unfit for the purposes for which Plaintiffs purchased the vehicle.
- 57. Plaintiffs, almost immediately after delivery of the vehicle, complained to defendant regarding the vehicle's various nonconformities.
- 58. Plaintiffs have notified defendants that he has revoked his acceptance of the vehicle as a result of the various nonconformities.
  - 59. Plaintiffs' revocation of acceptance was made in a timely manner.
- 60. Accordingly, plaintiffs demand that the purchase price, including all collateral charges be returned.

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WHEREFORE, Plaintiffs respectfully demand judgment in their favor and against Defendant.

POWER & ASSOCIATES, P.C.

MICHAEL POWER

MDP - 0286

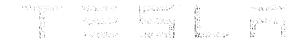
Attorney for Plaintiffs

1790 Wilmington Pike, Suite 200

Glen Mills, PA 19342

610-558-6220

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#### Pro-Forma Motor Vehicle Purchase Agreement **Estimated Price Sheet**

	March 23, 2018
Sandhya Kamheni Arun Kandra	Tesla, Inc.
119 emerald valley in,	1 Garden State Plaza, Suite 2124
Basking Ridge, NJ 07920	Paramus, NJ 07652 Dealer No. 00620N
vaniorstongostivalustavansonsumme assessina	03/21/2018

		(a) Yiki Yi					
AND THE PERSONS	New/Usød	Year	Make	Model	Style	Vehicle identification Number	ODO Mileage
	Nøw - Previous service/demo vehicle	2017	TESLA	Model S 100D	SEDAN	5YJSA1E26HF228829	003830

. Tot	tal Cash Price					
A.	Cash price of motor vehicle, options, accessories and fee	s,				
	(See attached Vehicle Configuration for itemization.)	4	112,000.00	(A)		
в.	Less Tesia Vehicle Trade-In (see Trade-in Annex)	\$	0.00	(8)		
C.	Other: Price Adjustment	\$	-11,400.00	(C)		
0.	Other: Referral Credit	\$	0.00	(D)		
£.	Subtotal of Taxable Items (A through D)	\$	100,600.00	(E)		
F.	Sales Tax'	\$	0.00	(F)		
G.	Lien Balance due on Trade-in	\$	0.00	(G)		
Total	Cash Price (E through G)				\$ 100,600.00	(1)
. Am	ounts Pald to Government Agencies*					
Α.	Registration/Transfer/Titiing Fees	\$	311.00	(A)		
В.	License Fees	\$	0,00	(8)		
C.	Other: Title Fee	\$	85.00	(C)		
D,	Other:	\$	0.00	(O)		
Total	Government Fees (A through D)*				\$ 396,00	(2
. Sul	ototal (1 through 2)				\$ 100,006.00	(3
. You	al Credits					
Α.	Order Payment	5	2,500,00	(A)		
В.	Other: Wells Fargo Dealer Services	₹°,	90,540.00	(8)		
C.	Order Modification Fee Credit	\$	0.00	(C)		
Total	Credits (A through C)*				\$ 93,040.00	(4
. Am	ount Due from Buyer (3 through 4)				7,956.00	

<sup>+</sup> This document is provided for your convenience. Amounts included in this Estimated Price Sheet are subject to change. These estimated amounts will be recalculated and finalized at the time of delivery.



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# Pro-Forma Motor Vehicle Purchase Agreement

Customer		Description		Total In USD
Sandhya Kamir	neni	Model S 100D	LA CONTRACTOR OF THE STATE OF T	\$94,000.00
Arun Kandra		Dual Motor All Wheel Drive		
119 emerald va	illey in	Pearl White Multi-Coat Paint		\$1,500.00
Basking Ridge,	NJ 07920	Sunroof 19" Silver Wheels		\$2,000.00
(73 <b>2)</b> 595-677: kandra999@gi		White Premium Interior Premium White Seats		\$3,300.00
VIN	5YJSA1F26HF228829	Dark Ash Wood décor Dark Headliner		
Reservation	RN1116678	Enhanced Autopilot		\$5,000,00
Deposit paid	\$2,500.00	72 amp Charger Upgrade		^
Accepted by Customer on	3/21/2018 3:23:33 PM	Smart Air Suspension Premium Interior Package Premium Sound		\$5,000.00
	does not include taxes and eas, which will be	Subzero Weather Package		
4,4	sur delivery date nears.		Subtotal	\$11.0,800.00
	ponsible for these		Destination Fee	\$1,125.00
	s and fees. See price sheet		Documentation Fee	\$75.00
for estimated a	mounts,		Order Modification Fee	\$0.00
			Transportation Fee	00.02
			Total	\$112,000,00

\$0.00

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TESLA MOTORS 135 Route 22 East, Springfield, NJ 07081 Ph: (973) 921-0925 Fax:

Invoice

Invoice Date 18-Apr-2018 Reference Number RONC9821020857

SERVICE DEPARTMENT HOURS Mon-Fri: 9:00 a.m. to 6:00 p.m.

Date/Time Received 18-Apr-2018 3:59 p.m. Date/Time Promised

Odometer In 6614 Miles

Odometer Out .6624 Miles

E.P.A.ID# NJR986639698

Ready Date

19-Apr-2018 Service Advisor

Raghav Dahiya

Bill To arun kandra 119 emerald valley in, basking ridge, NJ 07920 kandra999@gmall.com Mobile Phone

Additional Phone

Vehicle Identification Number

7325956775

5YJSA1E26HF228829

Year

2017

Model

License Plate

Pearl White Multi-Coat Paint

Job Number

Description Of Work

Model S

Amount (USD)

Corrections: Car Wash

Vehicle was hand washed.

Concern: Courtesy Services Provided

1

Pay Type: Goodwill - Service

0.00

Concern: Customer request to purchase all season mats.

MISC Items: NO LABOR PERFORMED

All weather mats were installed.

MISC Items

2

Quantity

0.00

ALLWEATHER INTERIOR FLOOR LINER SET (LHD), MS (1019290-00-B)

Pay Type: Goodwill - Service



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Concern: Customer: Feels a vibration from the front of the vehicle, it feels as if it's coming from the right of the vehicle

Corrections: Exterior NVH General Diagnosis

Verified customers concern, the front left tire was found to have excessive road force causing vibration. Road test verified vehicle is operating as designed.

Corrections: Tire - Front - LH

Front left tire was removed and replaced.

0,00

#### Parts Replaced or Added

Part Quantity 245/45R19 MICHELIN PRIMACY MXM4 TIRE 1 (1065205-00-A) Tire Disposal Fee (1025331-00-A)

Pay Type: Goodwill - Service

Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

- Pulled logs and checked for active faults: No active faults found
- Checked firmware version: Updated to latest version
- Topped off washer fluid.

4

- Verified wiper and washer jet operation: Good, no issue.
   Checked all seat belts and latches.
   Tested and inspected customer's charge cable: Good, no Issue.
- Vehicle charged normally @40amps.
  Adjusted tire pressure to: 45 PSI front, 45 PSI rear.
- Measured tire tread depth at:

(Outer) (Center) (Inner) LF: 9/32 9/32 RF: 9/32 LR: 9/32 9/32 9/32 9/32 9/32 RR: 9/32 9/32

Pay Type: Goodwill - Service

Concern: Customer: Requests firmware update if available

Corrections: Firmware General Diagnosis

Firmware was staged onto vehicle.

Pay Type: Goodwill - Service 5

0.00

0.00

#### Case 1:19-cv-14288-RBK-KMW Document 1-3 Filed 06/26/19 Page 22 of 36 PageID: 29

#### CAM-L-001006-19 03/12/2019 2:03:24 PM Pg 21 of 35 Trans ID: LCV2019444613

Service Center hourly rate: USD 175.00	Total Labor & Miscellaneous	0.00
All parts are new unless otherwise specified.	Items Total Parts	0.00
Notes:	Shipping	0.00
	Discount	0.00
	Referral Credit	0.00
	Subtotal	0.00
Payment Terms:	Sales Tax	0.00
Due upon receipt, PLEASE QUOTE THE INVOICE NUMBER WITH YOUR PAYMENT	TOTAL AMOUNT	0.00

Additional Amount Revised Estimate Job Number

Number Date & Time

Approved by (# II Dy

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged a storage fee from the fourth working day after you are notified that repairs on your vehicle are complete.

You may request to receive replaced parts, except parts normally sold on an exchange basis or subject to a manufacturer's warranty.

The warranty for any service or repair work performed by Tesla on your vehicle, if any, is set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla disclaims all other express or implied warranties with respect to any repairs or products used in repairs. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature: Date:

I hereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond Tesla's control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. Thereby grant Tesla Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. The distance could be as hittle as a couple of miles or could be as high as 100-200 miles. Customer understands and approves the driving of miles associated with disgnosts and testing. Any express mechanics lien is hereby acknowledged on access vehicle to secure the amount of repairs thereto. Any warranties on products sold hereby are those are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said parts. Any limitation contained herein does not apply where prohibited by law.





### Case 1:19-cv-14288-RBK-KMW Document 1-3 Filed 06/26/19 Page 23 of 36 PageID: 30

CAM-L-001006-19 03/12/2019 2:03:24 PM Pg 22 of 35 Trans ID: LCV2019444613



TESLA MOTORS 135 Route 22 East, Springfield, NJ 07081 Ph: (973) 921-0925 Fax:

Invoice

SERVICE DEPARTMENT HOURS Mon-Fri; 9:00 a.m. to 6:00 p.m.

E.P.A.ID# NJR986639698

Invoice Date

01-Jun-2018

Reference Number RONC9821022480 Date/Time Promised

Date/Time Received

01-Jun-2018 2:06 p.m.

Odometer In

9779 Miles

Odometer Out 9781 Miles

Ready Date 02-Jun-2018

Service Advisor

John O'Shaughnessy

Bill To arun kandra 119 emerald valley in, basking ridge, NJ 07920 kandra999@gmail.com Mobile Phone

Additional Phone

Vehicle Identification Number

5YJSA1E26HF228829

7325956775

2017

Year

License Plate

Pearl White Multi-Coat Paint

Amount (USD)

Job Number

Description Of Work

Model S

Model

Concern: Courtesy Services Provided Corrections: Car Wash

Courteey wash and vacuum performed.

Corrections: Valet Service

1

One-time goodwill valet service provided.

0.00

Pay Type: Goodwill - Service



# CAM-L-001006-19 03/12/2019 2:03:24 PM Pg 23 of 35 Trans ID: LCV2019444613

	Concern: High speed vibration - not sure	of location							
	Corrections: Rebalance 4 Tires								
	Balanced all 4 tires on vehicle and installed on vehicle accordingly.								
	Corrections: Four Wheel Alignment - Check and Adjust (with Air Suspension)								
	Performed 4 wheel alignment on vehicle.								
<i>6</i> 84	Corrections: Tire - Rear - LH								
2	Installed new tire on left rear of vehicle di	ue to vibration.				0.00			
	Parts Replaced or Added								
	Part	Quantity							
	245/45R19 MICHELIN PRIMACY MXM4 TIR (1065205-00-A)	RE 1							
	Tire Disposal Fee (1025331-00-A)	1							
	Pay Type: Goodwill - Service								
	Concern; Perform courtesy Inspection.								
	Corrections: Courtesy Inspection								
3	-Checked for Active alerts: No active alert exist -Checked firmware version: Updated to latest Version -Topped off washer fluid, -Verified wiper and washer jet operation: Good no other issueTested and inspected customer's charge cable: Tested with a shop cable at 40 amps								
	Pay Type: Goodwill - Service								
Service Center	hourly rate: USD 175.00			_abor & Miscell	aneous	0.00			
All parts are ne	w unless otherwise specified,		Items Total F	Parts		0.00			
Notes:			Shippi			0.00			
			Discou			0.00			
				al Credit		0,00			
Payment Terms	s:		Subto			0.00			
	pt. PLEASE QUOTE THE INVOICE NUMB	ER	Sales TOTA	LAMOUNT		00.0 00.0			
		Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (#1f By Phone)			

CAM-L-001006-19 03/12/2019 2:03:24 PM Pg 24 of 35 Trans ID: LCV2019444613

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of tosting and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged a storage fee from the fourth working day after you are notified that repairs on your vehicle are complete.

You may request to receive replaced parts, except parts normally sold on an exchange basis or subject to a manufacturer's warranty.

The warranty for any service or repair work performed by Tesla on your vehicle, if any, is set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla disclaims all other express or implied warranties with respect to any repairs or products used in repairs. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature: Date:

I hereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond Tesla's control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant Tesla Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. The distance could be as little as a couple of miles or could be as high as 100-200 miles. Customer understands and approves the driving of miles associated with diagnosis and testing. Any express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Any warranties on products sold hereby are those are those made by the manufacturer. The seller hereby expressly displaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said parts. Any limitation contained herein does not apply where prohibilited by law.





#### CAM-L-001006-19 03/12/2019 2:03:24 PM Pg 25 of 35 Trans ID: LCV2019444613



**TESLA MOTORS** 135 Route 22 East, Springfield, NJ 07081 Ph: (973) 921-0925 Involce

E.P.A.ID# NJR986639698

Invoice Date

12-Jul-2018

Reference Number RONC9821023585 Date/Time Promised

Odometer Out 13180 Miles

SERVICE DEPARTMENT HOURS Mon-Fri: 9:00 a.m. to 6:00 p.m.

Date/Time Received 12-Jul-2018 3:36 p.m.

Odometer In

13165 Miles

Ready Date

16-Jul-2018

Service Advisor

Christopher Linares

Bill To arun kandra

119 emerald valley in, basking ridge, NJ 07920 kandra999@gmall.com

Mobile Phone

Additional Phone

Vehicle Identification Number

5YJSA1E26HF228829

7325956775

Year

License Plate

Color

2017

Pearl White Multi-Coat Paint

Job Number

Description Of Work-

Model Model S

Amount (USD)

Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

Pulled logs and checked for active faults: No active faults found
 Checked firmware version: Updated to latest version

- Topped off washer fluid.

Verified wiper and washer jet operation: Good, no issue.
 Vehicle charged normally @40amps.
 Adjusted tire pressure to Factory Specification

- Measured the tread depth at:
(Outer) (Center) (Inner)

LF: 6/32 RF: 7/32 LR: 7/32 9/32 7/32 5/32 7/32

8/32 6/32 RR: 7/32 9/32

Corrections: Car Wash

Performed hand car wash and vacuum.

Pay Type: Goodwill - Service

0.00



#### CAM-L-001006-19 03/12/2019 2:03:24 PM Pg 26 of 35 Trans ID: LCV2019444613

Concern: Customer: my car is making a sound when I exit the vehicle Corrections: Fan - Condenser - RH Removed and replaced RH condenser as it was causing some whistling. Tech removed and replaced unit with an updated unit, performed a function test and sound is no longer present at this time. 2 0,00 Parts Replaced or Added Quantity SUBCOOL FAN SHROUD ASSEMBLY (6008358-00-D) Pay Type: Warranty Concern; Customer; the blower is louder than when I bought the vehicle new Corrections: Motor - Fan assembly - HVAC : Removed and replaced blower. Tech performed a function test and new blower is operating as designed at this time. Parts Replaced or Added 3 0.00 Part Quantity HVAC BLOWER ASY (1051864-00-A) Pay Type: Warranty Concern: Customer; my vehicle shakes at 65-80mph Corrections: Rebalance 4 Tires Performed a re-balance of all four wheels. Tech re-balanced wheels and mounted tires, Tires were adjusted to the correct pressure. Tech performed a function test and vehicle is operating as designed at this time. 4 0.00 Pay Type: Goodwill - Service

#### CAM-L-001006-19 03/12/2019 2:03:24 PM Pg 27 of 35 Trans ID: LCV2019444613

Concern: Customer: when my seat is being moved back it has a loud sound

MISC Items: Parts Not Available - Add to future service visit.

Parts not available, we will advice customer when seat has arrived.

5 Pay Type: Goodwill - Service

0.00

Service Center hourly rate: USD 175,00	Total Labor & Miscellaneous Items	0.00
All parts are new unless otherwise specified.	Total Parts	0.00
Notes:	Shipping	0.00
	Discount	0.00
	Referral Credit	0.00
	Subtotal	0.00
Payment Terms: Due upon receipt, PLEASE QUOTE THE INVOICE NUMBER	Sales Tax	0.00
WITH YOUR PAYMENT	TOTAL AMOUNT	0.00

Additional Amount

Revised Estimate

Job Number

:Date & Time

Approved By (#11 By

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose Issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged a storage fee from the fourth working day after you are notified that repairs on your vehicle are complete.

You may request to receive replaced parts, except parts normally sold on an exchange basis or subject to a manufacturer's warranty.

The warranty for any service or repair work performed by Tesla on your vehicle, if any, is set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla disclaims all other express or implied warranties with respect to any repairs or products used in repairs. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

#### Signature: Date:

I hereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or anticles left in the vehicle in case of fire, their, or any other cause beyond Tesla's control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant Tesla Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. The distance could be as little as a couple of miles or could be as high as 100-200 miles. Customer understands and approves the driving of miles associated with diagnosis and testing. Any express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs hereto. Any warranties on products sold hereby are those are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability of fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sair of said parts. Any limitation contained herein does not apply where prohibited by law.





#### CAM-L-001006-19 03/12/2019 2:03:24 PM Pg 28 of 35 Trans ID: LCV2019444613



TESLA MOTORS 135 Route 22 East, Springfield, NJ 07081 Ph: (973) 921-0925

Invoice

Invoice Date

Reference Number

24-Oct-2018

Date/Time Received

RONC9821023607 Date/Time Promised

SERVICE DEPARTMENT HOURS Mon-Fri: 9:00 a.m. to 6:00 p.m.

24-Oct-2018 10:29 a.m.

Odometer Out

Odometer in 22025 Miles

22032 Miles

E.P.A.ID# NJR986639698

Ready Date 25-Oct-2018

Service Advisor

Orlando Trespalacios

Bill To arun kandra 119 emerald valley in, basking ridge, NJ 07920 kandra999@gmail.com

Mobile Phone

Additional Phone

Vehicle Identification Number

7325956775

5YJSA1E26HF228829

Year

License Plate Color

2017

Model Model S

Pearl White Multi-Coat Paint

Job Number

Description Of Work

Amount (USD)

Concern: VSC[FL] Customer: C/S front left seat motor is making noise when moving back

Corrections: Seat Assembly - Driver's

Driver side seat was removed and replaced. Function test verified seat is operating as

designed.

2

Parts Replaced or Added

Quantity

US MS LHD 1R LH SEAT ASY PUR WHT

(9876540-01-A)

0,00

0.00

Pay Type: Warranty

Concern: Perform courtesy Inspection.

Corrections: Courtesy Inspection

- Pulled logs and checked for active faults; No active faults found
- Checked firmware version: loaded to latest version
- Topped off washer fluid.
  - Verified wiper and washer jet operation: Good, no issue.
     Checked all seat belts and latches.

- Vehicle charged normally

- Adjusted tire pressure to B piller specification

- Measured tire tread depth at:

(Outer) (Center) (inner) LF: 7/32 7/32 8/32 RF: 5/32 6/32 5/32 LR: 4/32 5/32 5/32 RR: 6/32 7/32 6/32

Pay Type: Goodwill - Service



#### Case 1:19-cv-14288-RBK-KMW Document 1-3 Filed 06/26/19 Page 30 of 36 PageID: 37

CAM-L-001006-19 03/12/2019 2:03:24 PM Pg 29 of 35 Trans ID: LCV2019444613

Concern: VSC[FL] Customer: states there is a vibration present going over 70 mph. 3rd time comeback. Corrections: Interior NVH General Diagnosis Conclusion: No Trouble Found Technicians were unable to replicate customers concern. Test drive with customer will be needed to diagnosis customers concern. No trouble found at this time, 3 0.00 Pay Type: Goodwill - Service Concern: Customer: Brake pedal feels like it is lose. . Corrections: Brake Pedal General Diagnosis Brake pedal was inspected and function tested. No trouble found at this time. Brake pedal is operating as designed. 4 0.00 Pay Type: Warranty Concern: Customer: I hear static noise occasionally when radio is off. Corrections; Audio System - Speakers Subwoofer Amplifier General Diagnosis Conclusion: No Trouble Found Technicians were unable to replicate customers concern at this time. No trouble found 5 0,00 Pay Type: Goodwill - Service Service Center hourly rate: USD 175.00 Total Labor & Miscellaneous 0.00 Items All parts are new unless otherwise specified. **Total Parts** 0.00 Shipping 0.00 Discount 0.00 Referral Credit 0.00 Subtotal 0.00 Sales Tax 0.00 **TOTAL AMOUNT** 0.00

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Notes: \*\*\*Pre-Diagnosed By: [Vinny and Zak]\*\*\* Pre-write link: RONC9821023607

Parts'

(FASTLANE)

Concern 1: SOP driver side seat

Pre-diagnosis Recommendations: Install SOP driver front seat

[FASTLANE]

Concern 2: Customer states please check over vibration at 70+ mph 3rd

time come back

Pre-diagnosis Recommendations: :Previous visits show that the tires and wheels got roadforced balanced previously and vibration is still present. Seperate tires and inspect for seperated foam. Verify wheels are not bent, Inspect tire wear. Torque suspension

Parts:

Payment Terms: Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER WITH YOUR PAYMENT

Additional Amount

Revised Estimate

Job Number

Cate & Time

Approved By (# If By

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged a storage fee from the fourth working day after you are notified that repairs on your vehicle are complete.

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Date:

Thereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond Teela's control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant Teela Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing add/or inspection. The distance could be as little as a couple of miles or could be as high as 100-200 miles or could be approved the driving of miles associated with diagnosis and testing. Any express mechanics lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Any warranties on products sold horeby are those are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantebility or filness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said parts. Any limitation contained herein does not apply where prohibited by law.





#### Case 1:19-cv-14288-RBK-KMW Document 1-3 Filed 06/26/19 Page 32 of 36 PageID: 39

CAM-L-001006-19 03/12/2019 2:03:24 PM Pg 31 of 35 Trans ID: LCV2019444613

Tesla Inc. 135 Route 22 East Springfield, NJ 07081 Ph: (973) 921-0925

PAID

Invoice SERVICE DEPARTMENT HOURS

Mon-Fri: 9:00 a.m. to 6:00 p.m.

E.P.A.ID# NJR986639698

Involce Date 31-Jan-2019 Invoice Number US-009-0000355336

Date/Time Received

Dato/Time Premised

26-Jan-2019 08:58 AM

Odomotor Out

Odomator In 29182.1 Mlles

29229.9 Milos

Roady Date . .

01/31/2019 10:38:34

Sarvice Advisor

Vincent Trentin

Bill To:

Arun Kandra 119 emerald valley In basking ridge, NJ 07920 kandra999@gmail.com Mobile Phone

Additional Phone

Vehicle Identification Number

5YJSA1E26HF228829

(732) 595-6775

Model ... Model S

License Plate

Pearl White Multi-Coat Paint

Job Number

Description Of Work,

Customer is experiencing severe road noise

(CISU) thuomA

Upon road test with customer, customer is experiencing vibrations at 90+ mph. Explained to customer that excessive speeds will cause road vibrations and less road dampening will be present. Also explained that the low tread on tires may contribute to this concern. Customer declined tires at this time. Performed suspension torque and safety inspection of sub-frame to ensure all suspension components are up to Tesla Standards.

Your

2017

Correction: Exterior NVH General Diagnosis

Pay Type: Goodwill - Service

0.00

Bluetooth keeps disconnecting erratically. Customer doesn't have timestamps,

Vehicle received a new MCU as per line #5, therefore a new bluetooth module was placed. Advise customer to function test upon pick-up to verify proper

Correction: Audio System - Bluetooth General Diagnosis

Pay Type: Warranty

0.00



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Clunky noise from under the car when I suddenly step on gas. - this is upon hard acceleration when going from 20mph to 60 mph - it is intermittent-REPEATED CONCERN - could not verify it last time he was here

Removed and replaced front half-shafts and jack-shaft assemblios. Road tested and verifield proper operation. Advised customer that excessive acceleration under standard/high/very high suspension settings will cause promature wear of the axies causing the vibration/clunking noise heard. Advised customer to keep the vehicle at the Low height suspension setting when heavy acceleration is needed.

Correction: Exterior NVH General Diagnosis

#### Correction: Halfshaft Assembly - Front - LH

#### Parts Replaced or Added

Part	Quantity
HALFSHAFT, FR, LH, MODEL S HPDM	1
(1030615~00~B)	

Correction: Halfshaft Assembly - Front - RH

#### Parts Replaced or Added

3

Part	Quantity
HALFSHAFT, FR, RH, MODEL S HPOM	1
(1030616-00-B)	

Correction: Jackshaft Assembly - Front

#### Parts Replaced or Added

Part	Quantity
BOLT HF M10x35 PC109 MAT (1054401-00-A)	2
JACKSHAFT ASSY, FR (1030632-00-A)	1:
: NUT HF M24x1.5 [8.8] ZnFl-W (1020297-00-A)	2
WASHER SAFETY M24x39 (1020296-00-B)	2

Pay Type: Warranty 0.00

Front side and rear windows keep fogging especially when driving at night time. Even with the defrost on - there are still big size patches that are foggy

Performed thermal system test and all thermal systems are operating as designed at this time. Advise customer to precondition his vehicle before entering.

Correction: General Pre-Diagnosis

4

Pay Type: Warranty

0.00

#### Case 1:19-cv-14288-RBK-KMW Document 1-3 Filed 06/26/19 Page 34 of 36 PageID: 41

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Car doesn't start powering up for a long time. This is going on for over 2 months. I thought this is normal but gets worse day by day.

Diagnostics show the media control unit is not functioning appropriately. Removed and replaced the media control unit, pushed updated firmware to ensure proper communication, and function tested to confirm concern has been rectified.

Correction: General Pre-Diagnosis

Correction: Media Control Unit (Touchscreen)

5

#### Parts Replaced or Added

Part	Quantity
MCU NA PREMIUM MODEL S/X (1045006-00-0)	1

Pay Type: Warranty: 0.00

#### Perform Courtesy Inspection

- Pulled logs and checked for active faults: No active faults found- Checked firmware version: Updated to latest version- Topped off washer fluid.- Verified wiper and washer jet operation: Good, no issue, Checked all seet belts and latches. Vehicle charged normally @40amps. Measured lire tread depth at: (Outer) (Center) (Inner)LF: 5/32 5/32 6/32RF: 4/32 5/32 5/32 5/32

Correction: Courtesy Inspection

Pay Type: Goodwill - Service

0.00

Tires are low on tread, recommend replacement.

Correction: No Labor Performed - Customer Did Not Authorize Repairs

Price 0.00

Adjustment

0.00

Subtotal 0.00

Total Job Parts: 0.00

Total Labor & Miscellaneous Items: 0.00

Pay Type: Customer Pay

0.00

Service Center hourly rate: 175

All parts are new unless otherwise specified.

Notes:

#### Case 1:19-cv-14288-RBK-KMW Document 1-3 Filed 06/26/19 Page 35 of 36 PageID: 42

CAM-L-001006-19 03/12/2019 2:03:24 PM Pg 34 of 35 Trans ID; LCV2019444613

Payment Terms: Due upon receipt

Subtotal Labor & Miscellaneous Items	0.00
Labor & Miscellaneous Items Price Adjustment	0.00
Total Labor	0.00
Subtotal Parts	0,00
Parts Price Adjustment	0,00
Total Parts	0.00
Shlpping	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0,00
TOTAL AMOUNT	0.00
TOTAL PAID	0.00
DUE AMOUNT	0.00

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

#### Signature:

Date:

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sele purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lion is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged \$35 per day for storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued Now Vehicle Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. Customor paid Tosla branded parts are covered under "Parts,Body, and Paint Limited Warranty" for the period of 12 months. Please visit https://www.tesla.com/support for exceptions, exclusions, and limitations.

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SANDHYA KAMINENI And

ARUN KANDRA : SUPERIOR COURT OF

119 EMERALD VALLEY LANE : NEW JERSEY-CAMDEN COUNTY

BASKING RIDGE NJ 07920 : CIVIL ACTION

v. : LAW DIVISION

TESLA, INC. ; NO.

3500 DEER CREEK ROAD :

PALO ALTO CA 94304 : JURY TRIAL DEMANDED

#### JURY TRIAL DEMAND

#### TO THE CLERK OF COURT:

Plaintiffs hereby demand a trial by jury in the above-captioned matter.

POWER & ASSOCIATES, P.C.

MICHAEL POWER

MDP - 0286

Attorney for Plaintiffs

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Glen Mills, PA 19342

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